

## SC Department of Natural Resources

1000 Assembly Street, Room 242-B

P.O. Box 167

Columbia, SC 29202

(Return bid to above address.)

**Jessica Monts, Procurement Specialist**

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<http://www.dnr.sc.gov/admin/procure/bulletin.html>

### **BID INVITATION**

|  |   |
|--|---|
| Sealed bids will be received until:                | Bid Number: <b>B322023JM(B)</b>   |
| <b>October 7<sup>th</sup>, 2008</b> <b>3:00 pm</b> |   |
| Local time, then publicly opened.                  | Contract Term: Date of Award thru <b>June 30<sup>th</sup>, 2013</b><br>The above date reflects the maximum contract period. See Term/Option clause in bid for initial period. |

Title: **Multi Term Contract to Furnish, Transport and Deploy specifically designed Artificial Reef Units**

|  |  |
|--|--|
| Mailing Date: <b>September 18<sup>th</sup>, 2008</b> | Direct Inquiries to: <b>Jessica Monts</b>                                |
| James H. Jackson, Dir. of Procurement Serv.          | Req. Number: <b>322023(B)</b>  |
| Vendor Name:   | FEIN or Social Security Number   |
| Vendor Mailing Address:                              | Reason for no bid:   |
| City, State, Zip:                                    | Telephone Number:<br>Fax Number:<br>E-mail Address:<br>Internet Address: |
| Authorized Signature (Manual):                       | Authorized Signature (Typed), Title:                                     |

**AWARD & AMENDMENTS:** Award will be posted at the Physical Address stated above on September 10<sup>th</sup>, 2008. The award, this solicitation and any amendments will be posted at the following web address:

<http://www.dnr.sc.gov/admin/procure/bulletin.html>

Deliver supplies/services FOB destination to the following address unless specified differently elsewhere herein: **Various locations indicated by the SCDNR/MARP personnel**

### **MUST BE SIGNED TO BE VALID**

By signing this bid, I certify, under penalties of perjury that we have complied with section 12-54-1020(b) of the SC Code of Laws of 1976 as amended, relating to payment of taxes.

\*\*\* Bids under \$10,000.00 may be faxed. All bids over \$10,000 must be submitted in a sealed envelope. \*\*\*

\*\*\* Bid number and opening date must be shown on sealed envelope. \*\*\*

\*\*\* Bid award will be posted at 1000 Assembly Street, outside Room 248, Columbia, SC 29201. \*\*\*

\*\*\* If a statement of award is desired, please enclose a self-addressed stamped envelope. \*\*\*

### **Bid Acceptance Period**

In compliance with the invitation, and subject to all conditions thereof, the signer offers and agrees, if this bid is accepted within 60 days from the date of opening, to furnish any or all items/services quoted at the prices set forth.

### **SC RVP & SC/US Preferences**

#### **SC Resident vendor Preference**

I certify that I am a resident vendor meeting all qualifications as defined in Section 11-35-1524 of the SC Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of award of this bid.

\*In order to make claim for this preference in the award of this bid, the person signing the bid must place their initials here \_\_\_\_\_.

\*Address and phone number of SC office. (Must be completed if making claim)

\_\_\_\_\_ Phone # \_\_\_\_\_

#### **SC/US Made, Manufactured or Grown End-Product Preference**

\*By signing bid and checking the appropriate space(s) provided and identified on the bid pricing schedule, vendor certifies that the end product(s) as shown in this bid are either made, manufactured or grown in South Carolina or other States of the United States, ref: 11-35-1524. The preference does not apply to services.

Note: These do not apply to a vendor of goods, whether in quantity or not, when the price of a single unit is more than \$30,000.00, or to any procurement where to contract award is less than \$10,000.00.

Notice: Important information pertaining to preferences.

\*If a bidder has not requested the preferences he will neither be entitled to claim any preference against another bidder nor will he be protected from application of another bidder's claim to a preference against his bid in determining contract award.

### **Discussion with Bidders**

Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids.

### **Discussions/Negotiations**

By submission of a bid/proposal, the bidder/proposer agrees that their bid/proposal is based on the written specifications, terms and conditions and any written amendments issued by the procurement officer of record. The bidder/proposer agrees that during the period following issuance of a bid/proposal and prior to notification of intent and/or award of contract, bidder/proposer shall not discuss this procurement with any party except the procurement officer of record of the SC Department of Natural Resources or other parties designated in this solicitation. A bidder/proposer may have their bid/proposal rejected if they violate this condition.

### **Funding Notice**

The award of this bid is being funded in whole or in part by federal funds. The percentage of the total cost of this bid that will be financed by federal funds is as indicated n/a %, project dollar amount \$ n/a, and percentage of project financed by non-governmental sources \$ n/a.

The State of South Carolina, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D-4 and title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the DOT issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or natural origin in consideration for an award.

## **INSTRUCTION TO BIDDERS**

Only one copy of the invitation to bid is required.

Bids, amendments thereto or withdrawal request must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.

When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.

Submit your signed bid on this form. Show bid number on envelope as instructed. The State of South Carolina assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. Do not include more than one bid invitation per envelope.

If directing any other correspondence, address the envelope to the procurement specialist but do not include the bid number on this envelope since it does not include your bid.

Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The State reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State or its agents for its determination in this regard.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.

Do not include any taxes in the bid price shown that the State may be required to pay. Upon submission of a bid by a State agency, the procurement officer will compute a 5% sales/use tax to the non-state agency bids when applicable (service/labor excluded) in determining the low bidder. This procedure is necessary by S.C. Tax Commission sales and use tax regulation 117-174-.95.

Any vendor desiring to exercise rights under section 11-35-4210 (right to protest) of the South Carolina Consolidated Procurement Code should direct all correspondence to the Chief Procurement Officer, Materials Management Office, 1201 Main Street, Suite 600, Columbia, SC 29201.

## **GENERAL PROVISIONS**

**Bid Rejection/Cancellation:** The State of South Carolina reserves the right to reject any and all bids and to cancel the solicitation.

**Unit Price Governing:** Unit prices will govern over extended prices unless otherwise stated in bid invitation.

**Bidders Qualification:** Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The S.C. Department of Natural Resources reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

**Solicitation Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the S.C. Department of Natural Resources and the procurement officer shall not be legally bound by any amendment to provide interpretation that is not in writing.

**Bidders Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint him with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

**Award Criteria:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the invitation for bids.

**Rejection:** The State reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the State.

**Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the S.C. Department of Natural Resources in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed, but a review of such notification will be made prior to award.

**Waiver:** The State reserves the right to waive any instruction to bidders, general or special provision, general or special condition, or specifications deviation in accordance with the authority provided in regulation 19-445.2080.

**Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

**Correction of Errors on This Bid Form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

### **GENERAL CONTRACT CLAUSES**

**Default:** In case of default by the contractor, the State reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

**Contract Administration:** Questions or problems arising after award of this contract shall be directed to the S.C. Department of Natural Resources, 1000 Assembly Street, Columbia, S.C. 29201.

**Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of god or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemic, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

**Save Harmless:** (This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.

**Publicity Releases:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

**Quality of Product:** (This clause does not apply to solicitations for printing and service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in 11-35-310 of the Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the bid invitation.

Tax Credit Availability: Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact Office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, S.C. (803) 734-0562).

S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Termination for Cause: The State may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension. (See Default Clause)

Termination: Subject to the conditions below, the contract may be terminated for any reason by the SC Department of Natural Resources providing a 30-day advance notice in writing is given to the contractor.

Cancellation for Convenience: The State reserves the right to cancel this contract for convenience at any time giving the vendor (30) thirty days written notice of such cancellation prior to the contract anniversary date. The vendor exercising this cancellation provision, shall provide the State with (90) ninety days advance written notice of such cancellation before the contract anniversary date.

Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the S.C. Department of Natural Resources.

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

Affirmative Action: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R 60 - 1.4, 60-250.4 and 60-741-4.

Protection of Human Health and the Environment: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to, "The Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

Payment of Goods & Services: Payment of goods and services received by the State shall be processed in accordance with section 11-35-45 of the South Carolina Procurement Code.

Certification Regarding Debarment and Other Responsibility Matters:

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

#### Certificate of Independent Price Determination (May 2008)

#### **GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

### **SPECIAL SOLICITATION PROVISIONS**

Scope: The purpose of this bid invitation is to furnish and deliver supplies/services/equipment complying with the enclosed description, conditions, and or specifications as applicable to this bid notice.

Bidding Instructions: The specifications listed herein are not to be considered restrictive to one source of supply, however, items offered must be equal in quality and performance. The offeror must include with his bid, supporting product data sufficient for the State to determine equality and acceptability. The right is reserved to reject any offering in which the items offered are considered unsatisfactory in any manner. The State will determine if minor deviations from the listed features are acceptable.

Evaluation/Award: Award will be made to one bidder for entire quantity.

Delivery: Deliveries shall be FOB destination, freight prepaid. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier.

Term/Option To Extend:

Initial contract period: **from Date of Award thru June 30<sup>th</sup>, 2009**. This contract will automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. The extensions may be less than, but will not exceed (4) additional one year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the SCDNR Procurement Office of its intention in writing 90 days prior to the anniversary date.

Price Adjustment Based On Contractors Cost:

Request for price increase must be submitted, in writing to the SCDNR Procurement Office at least ninety (90) days prior to the automatic renewal date. (Price increases will only become effective if approved in writing by the SCDNR Procurement Officer). The maximum increases will not exceed the unadjusted percent change from the previous year shown in table 6 of the Producer Price Indexes (PPI) for commodities, the Consumer Price Index (CPI) for all urban consumers (CPI-U) "all items" for services or the current market conditions as determined by the contract administrator.

### **SPECIAL CONDITIONS CLAUSES**

Indemnification: The State of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted within the contractor's bid.

## **FEDERAL EMPLOYEE IDENTIFICATION NUMBER (FEIN) NUMBER**

For the purposes of establishing a vendor record, vendors are required to furnish a Federal Employee Identification Number (FEIN) number or social security number. This information shall be submitted on a *W9 Form* and submitted with your bid. This form can be retrieved from the Internal Revenue Service's at the below Internet address link:

<http://www.dnr.state.sc.us/admin/procure/img/fw9.pdf>

## **IMPORTANT NOTICE**

Bidder/Offeror

Re: S.C. Withholding Tax Amendments

Code Section 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriation Bill, Part II amended the above referenced code section to eliminate withholding from payments to nonresident contractors and rental recipients if the nonresident is registered or registers with the S.C. Department of Revenue or the S.C. Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect.

The entity or person letting the contract to the nonresident will retain the affidavit. In the absence of an affidavit being provided, withholding will be required (contracts--2%, rental or royalty recipients--7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the nonresident eliminates the requirement to withhold by those letting contracts to nonresident as well as the posting of the surety bond by the nonresident. Enclosed is an affidavit and instructions to be used when contracting with nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803)898-5872 or writing the S.C. Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

## **INSTRUCTIONS**

### **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

#### **REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS**

Code Section 12-9-310(A)(3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00 in any one calendar year.

Code Section 12-9-310(A)(2) requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

#### **PURPOSE OF AFFIDAVIT**

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

#### **TERM AND DURATION OF AFFIDAVIT**

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.





**Internet Accessibility, Release of Copyright and Publishing Rights**

It is the intent of the Department of Natural Resources to provide resource information to Department employees, vendors and the general public through the Department's Web Page. This information is featured in the "Doing Business with DNR" section of the web page. From time to time, product information, product literature and photographs of products may be used to further emphasize the Department's mission or to emphasize or introduce a certain product to our employees that may be under contract.

The execution of this document, your firms signature, hereby authorizes and gives permission to the Department of Natural Resources to utilize product literature, photographs and product information as necessary to disseminate this information to its web users.

At times, the Department may request digital prepared photographs (data saved to disk that can be uploaded to the web server) and literature formatted for web publication that your firm has readily available and may be currently using in its own web site. This information will be provided to the department at no cost.

The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the States' use of material furnished to the State by the bidder.

Bidder is in agreement with the terms and conditions of this copyright release by the execution of this document by the representative company official below:

\_\_\_\_\_  
(Signature of Owner, Partner or Corporate Officer)      Date      (Seal)\_\_\_\_\_

If Corporate Officer state title:

\_\_\_\_\_

(Name - Please Print)

My company is not currently represented on the Internet and/or wish not to participate in exchanging company product literature, photographs for your agency use. I have indicated below.

Please Check Which Applies.

Wish not to participate\_\_\_\_\_

Not currently represented\_\_\_\_\_

# **SPECIFICATIONS FOR THE CONSTRUCTION, TRANSPORTATION AND DEPLOYMENT OF CONCRETE ARTIFICIAL REEF UNITS TO BE UTILIZED ON ARTIFICIAL REEF SITES OFF SOUTH CAROLINA**

## **BACKGROUND**

The South Carolina Department of Natural Resources (SCDNR) Marine Artificial Reef Program (MARF) maintains a number of permitted sites along the South Carolina coast for the on-going development of artificial reefs designed to augment existing hard-bottom habitat, aid fish stocks and improve fishing opportunities for the public. A variety of stable and durable materials (specifically designed reef units and surplus or scrap components) are added to these sites when available to serve as hard substrate for the development of productive reef communities.

## **INTENT**

The SCDNR proposes to utilize specifically designed concrete artificial reef units (see Description of Reef Units), to add material to several existing marine artificial reefs off the South Carolina coast. To this end, the SCDNR requests bids for the construction, transportation and deployment of concrete artificial reef units which will be ordered from the contractor in varying numbers (minimum of 100 units per order).

## **GENERAL BID SPECIFICATIONS**

The SCDNR is seeking bids for completion of the following work associated with artificial reef construction:

- Construct concrete reef units in accordance with the attached specifications (see Description of Reef Units).
- Load the completed structures onto a suitable conveyance and transport them to a site for loading onto a barge(s) for offshore movement.
- Load the structures onto a barge(s) for transportation to the designated reef sites.
- Provide towing vessel, personnel and all necessary equipment to transport the structures offshore and deploy them on designated reef sites per MARF specifications.
- Coordinate all phases of this work with SCDNR/MARF and appropriate sub-contractors so that all work is completed in accordance with the established specifications and schedule.

## **DESCRIPTION OF REEF UNITS**

**Parameters** - The artificial reef structures to be utilized in this job should be constructed with high-PSI concrete in a dome, pyramid or similar-shaped configuration which provides a hollow interior cavity with top and bottom holes, side holes or both. The units do not need internal steel reinforcement. Wall thickness should not be less than four inches. Entry and exit holes, whether top and bottom or side to side, should have an inside diameter of at least 12 inches. Smaller holes may be added around the unit to facilitate water flow through the structure. Past experience has indicated that the incorporation of a lifting eye or sling in the top of the unit greatly improves handling. Such a device may be incorporated into the units as long as it is sufficiently anchored in the concrete walls.

The units should have a base diameter of approximately 4 feet and a height of approximately 3-3 ½ feet. Each unit should weigh approximately 1,200 - 1,500 pounds.

**Concrete** - Concrete must be of a minimum of 3,000 PSI Type II suitable for long duration use in a saltwater environment. Due to the importance of biological colonization of the surfaces of artificial reef materials, reef units cannot be constructed from concrete mixtures which contain known toxic, or potentially toxic components which might leach or bio-accumulate. These include combustion/incineration ash (e.g., fly-ash) and biologically untested chemical accelerators, retarders, etc. In formulating concrete mixtures, Contractors should keep in mind that the reef units must withstand the normal rigors associated with handling, loading, trucking and deployment at sea, allowing for only a minimal breakage (discussed below).

**Texture** - A roughened exterior surface is required on these reef units to enhance biological colonization. A food grade white sugar water or other non-toxic surface retardant approved by SCDNR may be used on the inside of the molds to achieve this effect.

**Workmanship** - All work pertaining to the construction of these reef units shall follow the best commercial construction practices and meet required SCDNR specifications. Handling of units should be conducted to avoid excessive breakage/cracking, which, immediately prior to deployment may not exceed 5% of the total number of units.

**Monitoring** - Prior to final acceptance of any bid, full sized prototypes of the reef units must be constructed and made available for inspection by SCDNR/MARP personnel. Upon approval of the prototypes, full scale production may begin. Prior to deployment all reef units will again be inspected. The Contractor may request that SCDNR provide courtesy inspections at any time prior to the loading of the units for deployment to ensure that units produced are meeting all required specifications.

## **HANDLING OF REEF UNITS**

Due to their design, the concrete artificial reef units require special considerations during handling (loading/off-loading). Although the structures are to be made from high strength concrete, they may or may not possess internal steel reinforcement and may be damaged if lifted or handled incorrectly. Prior to any movement of these structures SCDNR personnel should be consulted to ensure the Contractor is properly briefed on handling considerations.

## **OFFSHORE DEPLOYMENT OF REEF UNITS**

Operations associated with deployment of these reef materials include the proper rigging of materials on a barge for offshore transit; transportation of the structures at sea on a barge to the permitted reef sites; positioning of the barge so that materials are off-loaded in the precise location indicated by SCDNR/MARP personnel; rigging all structures for off-loading; and effectively and safely off-loading the materials in the proper orientation on the positions indicated by SCDNR/MARP personnel.

In light of these operations, the following conditions are necessary:

- 1) reef units loaded onto the Contractors barge(s) must be properly secured to allow for their safe transport during both inshore and offshore transits.
- 2) the tug towing the loaded barge should be sufficiently powered and otherwise equipped for coastal/offshore towing.
- 3) the tug should also be sufficiently powered and maneuverable for effective positioning and station-keeping during all phases of the off-loading process.
- 4) during the deployment of all reef materials the barge must be effectively moored or held securely in place with minimal movement (+/- 50 ft) to ensure accurate and efficient placement of structures on the bottom.
- 5) the tug should be equipped with a working, accurate GPS or DGPS unit and other marine electronics including a working VHF radio.
- 6) any machinery used to off-load reef units should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials.
- 7) effective and reliable communications must exist at all times during the operation between the tug, the barge and MARP personnel on site.
- 8) the Contractor must ensure all appropriate insurance coverage needed for this work is in effect.

SCDNR will inform the Contractor of the intended deployment locations when placing orders for the units. The Contractor must provide SCDNR/MARP personnel with a minimum of 48 hours notice prior to the intended deployment of any reef units. MARP personnel will coordinate with the Contractor regarding schedules, planned operations and specific locations of materials. It is anticipated that a SCDNR vessel will be available for on-site monitoring of the deployment operations. In the event that such a vessel is unavailable, MARP personnel may be required to accompany the Contractor aboard the tug to carry out these monitoring activities.

Weather, especially sea conditions, is a critical factor in assuring safe and effective deployment of reef materials. For this reason, deployment operations will only be initiated when sea height in the operations area is no greater than 2 to 4 feet as forecasted by the NOAA weather office in Charleston, SC, unless agreed upon by SCDNR/MARP and the Contractor. The final decision to proceed offshore will be with the Contractor. However, SCDNR reserves the right to suspend off-loading operations if positioning and other deployment objectives are not being met.

## **LIABILITY, RESPONSIBILITY FOR MATERIALS AND INSURANCE**

Upon initiation of the construction of these reef units by the Contractor, all liability, risk of loss and responsibility for the safe manufacturing, handling, storage and delivery of the materials shall be borne by the Contractor. This liability, assumption of risk and responsibility shall remain with the Contractor until the materials are deployed at the permitted reef site in accordance with SCDNR/MARP specifications.

It is imperative that materials off-loaded by the Contractor be deployed as close as possible to the positions indicated on the permitted reef site by MARP personnel. In the event that materials are deployed in such a manner that they are outside the permitted reef boundaries, liability and responsibility for these materials will remain with the Contractor until the deployed structures have been brought into compliance with the terms of the construction permit for the reef site.

Prior to initiating any work, the Contractor must ensure that sufficient liability insurance is in place to cover all aspects of the job.

## **SCHEDULE**

Delivery dates will be dependent upon the number of reef units ordered, generally within 3-6 months of order placement unless otherwise approved by the SCDNR.

## **PENALTY**

The Contractor shall be assessed a penalty of \$100.00 per calendar day for each day the work goes beyond the established completion date, unless such a delay is due to weather beyond the limits of that established for safe offshore deployment, or other acceptable reasons agreed to by SCDNR.

## **CONTACT**

Questions regarding the specifications for this project should be referred to Bob Martore, 843-953-9303.

**PRICING SCHEDULE:**

| LINE<br>ITEM | COMMODITY/SERVICE DESCRIPTION  | *QTY. | U/M | SC | US | UNIT<br>PRICE | EXTENDED<br>PRICE |
|--------------|--|-------|-----|----|----|---------------|-------------------|
| 0001         | Furnish, Transport & Deploy<br>Specifically Designed Artificial Reef<br>Units complying with all specifications<br>listed herein | 100   | EA  |    |    | \$            | \$                |

DELIVERY\_\_\_\_\_ DAYS ARO

MFG\_\_\_\_\_MODEL

SC END PRODUCT\_\_\_\_\_US END PRODUCT

INITIAL WARRANTY\_\_\_\_\_DAYS PARTS

\_\_\_\_\_DAYS LABOR